

BLUE EARTH COUNTY HIGHWAY DEPARTMENT
35 MAP DRIVE, MANKATO, MINNESOTA 56001

*****PROPOSAL*****

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 10:00 O'CLOCK A.M. ON WEDNESDAY SEPTEMBER 2, 2015

(BIDS WILL BE OPENED AT THE BLUE EARTH COUNTY COURTHOUSE - ADMINISTRATORS
OFFICE AT 204 S. FIFTH ST., MANKATO, MN, 56001)

PROPOSAL OF

(NAME OF FIRM)

(ADDRESS)

(AREA CODE) TELEPHONE NUMBER

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH
THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2014 EDITION, EXCEPT AS STATED
OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

COUNTY PROJECT NO. PK 778

MINNESOTA PROJECT NO.

LOCATION: Bray Park on Madison Lake

TYPE OF WORK: RAVINE STABILIZATION


LENGTH: NA

STARTING DATE: See Special Provisions

COMPLETION DATE: See Special Provisions

NOTICE TO BIDDERS: In submitting a bid, you must return this complete proposal. You must initial
changes made in the Schedule of Prices in the Proposal and
acknowledge addenda on the back cover sheet.

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed
professional engineer under the laws of the State of Minnesota.



License Number 14720 Date: 06 Aug 15

BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE
BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE MINNESOTA
ATTORNEY GENERAL'S OFFICE AT TELE. NO. 651-296-1796

To Blue Earth County Board of Commissioners:

According to the advertisement of Blue Earth County inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor/Clerk of Blue Earth County:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in Mn/DOT 1903, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in Mn/DOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in Mn/DOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in Mn/DOT 1306.

(I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract if the contract is less than or equal to five million dollars (\$5,000,000.00), or if the contract is in excess of five million dollars (\$5,000,000.00) the aggregate liability shall be equal to the amount of the contract, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in Mn/DOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by Blue Earth County.

(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to Blue Earth County all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

**NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS**

June 3, 2015

Page 1 of 3

DEPARTMENT OF TRANSPORTATION

NOTICE OF DEBARMENT

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective May 6, 2013 until May 6, 2016:

- Gary Francis Bauerly and his affiliates, Rice, MN
- Gary Bauerly, LLC and its affiliates, Rice, MN
- Watab Hauling Co. and its affiliates, Rice, MN

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective September 17, 2014 until September 17, 2017:

- Jeffrey Plzak and his affiliates, Loretto, MN
- Laurie Plzak and her affiliates, Loretto, MN
- Honda Electric Incorporated and its affiliates, Loretto, MN
- Jeffrey and Laurie Plzak doing business as Honda Electric Logistics, and its affiliates, Loretto, MN

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective January 12, 2015 until January 12, 2018:

- Marlin Dahl, Granada, MN
- Dahl Trucking, Elmore, MN
- Elmore Truck and Trailer, Inc., Elmore, MN

Minnesota Statute section 161.315 prohibits the Commissioner, counties, towns, or home rule or statutory cities from awarding or approving the award of a contract for goods or services to a person who is suspended or debarred, including:

- 1) any contract under which a debarred or suspended person will serve as a subcontractor or material supplier,
- 2) any business or affiliate which the debarred or suspended person exercises substantial influence or control, and
- 3) 3) any business or entity, which is sold or transferred by a debarred person to a relative or any other party over whose actions the debarred person exercises substantial influence or control, remains ineligible during the duration of the seller's or transfer's debarment.

**NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS**

June 3, 2015

Page 2 of 3

DEPARTMENT OF ADMINISTRATION

As of the date of this notice and in accordance with Minnesota Rules 1230.1150, the Minnesota Department of Administration has debarred and disqualified the following persons and businesses from entering into or receiving a State of Minnesota contract:

NAME	DATE OF SUSPENSION
Bi-Coastal Pharma International, LLC Ralph Massa, Jr. 1161 Broad Street #216 Shrewsbury, NJ 07702	March 11, 2015 through September 11, 2015
Devos, Ltd. d/b/a Guaranteed Returns Dean Volkes, Donna Fallon & Ronald Carlino 100 Colin Drive Holbrook, NY	December 5, 2014 through December 31, 2099
Southwest Paving, Inc. Greg Brakefield Norwood, MN 55368-4546	March 11, 2015 through September 11, 2015
NAME	DATE OF DEBARMENT
Best Electric Thomas Clifton and Earl Standafer 9909 S. Shore Drive #155 Plymouth, MN 55441	May 22, 2015 through May 21, 2018 (eligible for reinstatement on May 21, 2019)
Best Used Trucks of Minnesota, Inc. Jason W. Leas 635 Marin Avenue Crookston, MN 56716	Nov. 20, 2012 through Nov. 20, 2015 (eligible for reinstatement on Nov. 20, 2016)
Bull Dog Leasing, Inc. Marlin Louis Danner 7854 Danner Court Inver Grove Heights, MN 55076	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
C & S Electric, Inc. Thomas Clifton and Earl Standafer 9909 S. Shore Drive #155 Plymouth, MN 55441	May 22, 2015 through May 21, 2018 (eligible for reinstatement on May 21, 2019)
Dahl Trucking Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug. 19, 2014 through January 12, 2018
Danner Family Ltd. Partnership Marlin Louis Danner 843 Hardman Avenue South St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Danner, Inc. Marlin Louis Danner 843 Hardman Avenue S. St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Ell-Z Trucking, Inc. Marlin Louis Danner 843 Hardman Avenue South St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Elmore Truck and Trailer Repair, Inc. Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug. 19, 2014 through Jan. 12, 2018 (eligible for reinstatement on Jan. 12, 2019)

**NOTICE TO BIDDERS
SUSPENSIONS/DEBARMENTS**

June 3, 2015
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Franklin Drywall, Inc. Philip Joseph Franklin 43279 Fieldsview Court Leesburg, VA 20176	March 25, 2011 through March 25, 2014 (eligible for reinstatement on March 25, 2015)
Groundscape Maintenance, Inc. Rob Sievers 1160 County Road 83 Maple Plain, MN 55359	February 19, 2015 through February 19, 2016 (eligible for reinstatement February 19, 2017)
Honda Electric, Inc. Jeffrey and Laurie Plzak 5075 Nielsen Circle, P.O. Box 236 Loretto, MN 55357	July 24, 2014 through July 23, 2017 (eligible for reinstatement on July 23, 2018)
Master Drywall, Inc. Philip Joseph Franklin 43279 Fieldsview Court	March 25, 2011 through March 25, 2014 (eligible for reinstatement on March 25, 2015)
McCaa, Webster & Associates, Inc. Sammie McCaa 2751 Hennepin Avenue South, #301 Minneapolis, MN 55408-1002	May 1, 2014 through April 30, 2015 (eligible for reinstatement on April 30, 2016)
MG Carlson Construction Company, Inc. Martin Gerald Carlson 701 East First Street Fort Worth, TX 76102-3276	Sept. 5, 2014 through October 5, 2015 (eligible for reinstatement on April 5, 2016)
Ocuture, LLC 11930 Camby Park Drive Houston, TX 77047	Dec. 15, 2014 through Dec. 15, 2015 (eligible for reinstatement Dec. 15, 2016)
Ramco Heating and Air Conditioning Mark and Cheryl Ramquist 605 Ash Street Downing, WI 54734	March 11, 2015 through March 11, 2017 (eligible for reinstatement March 11, 2017)
St. Cloud Lawn & Landscaping, Inc. Pat Murphy 10602 County Road 2 Brainerd, MN 56401	February 20, 2015 through February 20, 2016 (eligible for reinstatement on Feb. 20, 2017)
TAC Construction Solutions, Inc. Christina Woods 31767 Deacons Way Pequot Lakes, MN 56472	August 19, 2014 through August 19, 2016 (eligible for reinstatement on August 19, 2017)
Watab Hauling Co. Gary Francis Bauerly 9695 Deerwood Rd. NE Rice, MN 56367	Jan. 14, 2013 through Jan. 14, 2016 (eligible for reinstatement on Jan. 14, 2017)

Minnesota Administrative Rule part 1230.1150, subpart 6 requires the Materials Management Division to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three (3) years following the end of a suspension or debarment. Refer to the following website for the master list: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

If the project is financed in whole or in part with federal funds, refer to the following website for vendors debarred by federal government agencies: <http://sam.gov>.

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DIVISION S

S-1 GOVERNING SPECIFICATIONS

The State of Minnesota, Department of Transportation "Standard Specifications for Construction" 2014 EDITION shall apply in this contract, except as modified or altered in the following Special Provisions.

S-2 CONTACT INFORMATION

REVISED 01/23/15

SP2014-1

Direct questions about the Project Design, including pre-bid questions, to the Blue Earth SWCD Engineer at 1-507-345-1051. Questions regarding bidding and contracting should be directed to the Blue Earth County Assistant County Engineer at 507-304-4025.

S-3 RESPONSIBLE CONTRACTOR

REVISED 06/04/15

SP2014-1.2

The Department cannot award a construction contract in excess of \$50,000 unless the bidder is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3.

A bidder must verify it meets the minimum criteria detailed in the law. A bidder must submit its verification electronically by completing the "Responsible Contractor" section in the "Officers and Acknowledgements" Folder within the Electronic Bid File. A company officer must certify statements in that section. Bidders only need to complete the electronic verification; DO NOT email, fax, or send paper forms to the Department. The Department will not accept emailed, faxed or other paper submissions and will only accept electronic verifications.

A bidder must obtain a verification from each subcontractor it will have a direct contractual relationship with. At the Department's request, a bidder must submit signed subcontractor verifications. A contractor or subcontractor must obtain an annual verification from each motor carrier it has a direct contractual relationship with. A motor carrier must give immediate written notice if it no longer meets the minimum responsible contractor criteria. The requirement for subcontractor verifications does not apply to:

- Design professionals licensed under Minnesota Statutes §326.06; and
- A business or person that supplies materials, equipment, or supplies to a subcontractor on the Project, including performing delivering and unloading services in connection with the supply of materials, equipment, and supplies. But, a business or person must submit a verification if it delivers mineral aggregate such as sand, gravel, or stone that will be incorporated into the Work by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

A bidder or subcontractor who does not meet the minimum criteria specified in the statute, or who fails to verify compliance with the criteria, is not a "responsible contractor" and is ineligible to be awarded the Contract for this Project or to work on this Project. Submitting a false verification makes the bidder or subcontractor ineligible to be awarded a construction contract for this Project. Additionally, submitting a false statement may lead to contract termination. If only one bidder submits a bid, the Department may, but is not required to, award a contract even if that bidder does not meet the minimum criteria.

S-4 COMPLIANCE WITH TAX LAW REQUIREMENTS

NEW WRITEUP 05/14/15

SP2014-1.3

The Department cannot make final payment to the Contractor until the Contractor demonstrates that it and all its subcontractors have complied with the Income Tax withholding requirements of Minnesota Statutes, section 290.92 for wages paid for work performed under the contract. To establish compliance, the Contractor must submit a "Contractor Affidavit" either online or in paper form (IC134) to the Minnesota Department of Revenue. The contractor will receive written certification of compliance when the Department of Revenue determines that all withholding tax returns have been filed and all withholding taxes attributable to the work performed on the contract have been paid. The Contractor must then provide this written certification to the Department to receive final payment.

Every subcontractor working on the Project must submit an approved "Contractor Affidavit" from the Minnesota Department of Revenue to the Contractor before the Contractor can file its own Contractor Affidavit. **The Contractor is advised to obtain the certification from each subcontractor as soon as the subcontractor completes work on the Project. Experience has shown that waiting until the project is complete to obtain the forms from all subcontractors is likely to result in significant additional work for the Contractor as it will be difficult or impossible to collect all forms.**

The Department of Revenue, in association with the Department of Employment and Economic Development, offers a free seminar to help contractors understand tax law requirements. The Department strongly urges the Contractor and all subcontractors to attend the "Employment Taxes & Employer Responsibilities Seminar" or similarly offered classes. You can find a schedule and more information on the Department's website at: www.revenue.state.mn.us/businesses/withholding/Pages/EducationandOutreach.aspx.

Complying with this requirement is considered part of the Work under this contract. The Department will enforce this requirement equally with all other Contract requirements. Contractor delay in complying with this requirement will cause the Department to delay final payment and Contract Acceptance. The Department may also report non-compliance to the Department of Revenue, which may result in enforcement action by the Department of Revenue.

S-5 (1103) DEFINITIONS

REVISED 03/16/15

SP2014-10.1

The provisions of MnDOT 1103 are supplemented as follows:

S-5.1 The following definition is added to MnDOT 1103:

M Gallon. 1000 Gallons (MGal).

S-5.2 Replace the definitions for "Payment Bond" and "Performance Bond" with the following:

PAYMENT BOND. A bond provided in accordance with Minnesota law and containing the terms specified in Minnesota Statutes §574.26 subdivision 2 (2).

PERFORMANCE BOND. A bond provided in accordance with Minnesota law and containing the terms specified in Minnesota Statutes §574.26 subdivision 2 (1).

S-6 (1202) CONTENTS OF PROPOSAL PACKAGE - MODIFIED

S-6.1 Bidders shall submit a complete bid that includes but is not limited to the following items:

- ☐ Bidders Name, Address, and Telephone Number must be completed on the Proposal Cover Page.
- ☐ Proposal Guaranty required in 1208 of Special Provisions. (Bid Bond)

- ☐ Proof of Workers Compensation Insurance Coverage form must be completed including signature and date.
- ☐ Non-Collusion Declaration must be completed including signature and date.
- ☐ Responsible Contractor Verification and Certificate of Compliance.
- ☐ Schedule of Unit Prices must be completed including item unit prices, unit price extensions, project subtotals, bidder information, signature and date. This form may be hand written or electronically generated on the Egram project web page.
- ☐ The Back Cover of the proposal requires completed:
 - o Grand Total \$ for project total.
 - o Disadvantage Business Enterprise Certification Percentage (if applicable)
 - o Receipt of Addenda
 - o Execution of Proposal
 - o Signature, and Company Information

S-7 (1203) ACCESS TO PROPOSAL PACKAGE - MODIFIED

S-7.1 MNDOT 1203 is deleted in its entirety and revised to the following:

Proposals, plans and special provisions are on file at the County Engineer's office, 35 Map Drive, P.O. Box 3083, Mankato, MN 56002-3083. Plans may be downloaded at no cost at www.co.blue-earth.mn.us or can be obtained for a non-refundable fee of \$15.00 (sales tax included). See the above website for a plan holders list and a complete listing of bid items.

S-8 (1206) PREPARATION OF PROPOSAL - MODIFIED

SP2014-11.1

The provisions of MnDOT 1206 are supplemented and/or modified with the following:

S-8.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

S-8.2 MnDOT 1206.2 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

1206.2 ALLOWABLE SUBSTITUTIONS

For all Proposals the Bidder shall use the following method:

- (1) Submit a Proposal on the Bid Schedule forms provided by the Department. The Bidder shall:
 - (1.1) Submit a Unit Price in numeric figures for each Pay Item for which a quantity is shown. Assume a numeric quantity of "1" for each "Lump Sum" Pay Item, except as not required in the case of alternate Pay Items,
 - (1.2) Show the extensions resulting from Unit Prices multiplied by the shown quantities in the specified column, and
 - (1.3) Add the extended Pay Item amounts to show the total amount of the Proposal.

The Bidder shall write the figures in ink or provide typed or computer printed figures. In the case of a discrepancy between a Unit Price and extension in a Proposal, the Unit Price will govern.

If a Bidder fails to provide a Unit Price for any Pay Item on the Bid Schedule, except for "Lump Sum" Pay Items, the Department will reject the Proposal.

If a Pay Item in the Proposal requires the Bidder to choose an alternate Pay Item, the Bidder shall indicate its choice in accordance with the Specifications for that Pay Item.

An authorized representative of the Bidder must sign the Proposal.

S-9 (1209) DELIVERY OF PROPOSALS - MODIFIED

REVISED 03/16/15

SP2014-12

The provisions of MnDOT 1209 are hereby deleted; Electronic Bidding will not be used.

S-10 (1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS

REVISED 03/31/15

SP2014-12.1

The provisions of MnDOT 1210 are deleted and replaced with the following:

The Bidder may revise its Proposal an unlimited number of times and may withdraw its Proposal before the date and time for opening Proposals.

If submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," the Bidder may revise or withdraw its Proposal after delivery to the Department, if the Department receives the Bidder's written request for withdrawal or revision before the date and time for opening Proposals.

The Department reserves the right to revise the Proposal Package at any time before the date and time for opening Proposals. The Department will issue a numbered and dated Addendum for any revision of the Proposal Package. The Department will electronically post each Addendum as announced in an e-mail notification to each Bidder on the Department's list of Bidders. The Department will include each Addendum with all Proposal Forms issued to the Bidder after the date of the Addendum.

If revisions made by an Addendum require change to Proposals, or reconsideration by the Bidder, the Department may postpone opening Proposals. If the Department postpones opening Proposals, the Department will specify the new date and time for opening Proposals in the Addendum.

The Bidder shall acknowledge receipt of each Addendum in the electronic Proposal.

S-11 (1212) OPENING OF PROPOSALS

The provisions of MnDOT 1212 are modified with the following:

S-11.1 MnDOT 1212 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

1212 OPENING OF PROPOSALS

The Department will open Proposals at the time, date, and place defined in the Proposal Package and the Advertisement for Bids.

S-12 (1404) MAINTENANCE OF TRAFFIC AND (2563) TRAFFIC CONTROL - MODIFIED

The provisions of 1404 are supplemented as follows:

S-12.1 The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular and/or pedestrian traffic passing through the work zone during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.

S-12.2 Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flaggers as required and sufficient barricade weights to maintain barricade stability.

S-12.3 The Contractor shall, at the pre-construction conference, designate a Work Zone Safety Coordinator who shall be responsible for safety and traffic control management in the Project work zone. The Work Zone Safety Coordinator shall be either an employee of the Contractor such as a superintendent or a foreman, or an employee of a firm which has a subcontract for overall work zone safety and traffic control management for the Project. The responsibilities of the Work Zone Safety Coordinator shall include, but not be limited to:

- Coordinating all work zone traffic control operations of the Project, including those of the Contractor, subcontractors and suppliers.
- Establishing contact with local school district, government, law enforcement, and emergency response agencies affected by construction before work begins.
- Maintaining a record of all known crashes within a work zone. This record should include all available information, such as: time of day, probable cause, location, pictures, sketches, weather conditions, interferences to traffic, etc. These records shall be made available to the Engineer upon request.

S-12.4 The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with the Traffic Control Layouts, these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected. The person performing the inspection shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the logs as he deems necessary.

S-12.5 Measurement and Payment:

No measurement will be made of the various Items that constitute Traffic Control but all such work will be considered to be incidental to the work being performed.

S-9.7 The Contractor shall submit in writing to the Engineer his proposed method of traffic control, or revisions to the plan information.

S-12.6 The Contractor shall provide two (2) extra Type 1 Barricades on site.

S-12.7 The Contractors Vehicles shall be equipped with an operational Vehicle Warning Light in accordance with the following specs:

360 Degree Rotating Lights	-	SAE Spec. J845
Flashing Lights	-	SAE Spec. J585
Flashing Strobe Lights	-	SAE Spec. J1318

S-13 (1506) SUPERVISION BY CONTRACTOR - MODIFIED

MNDOT 1506 is hereby supplemented with the following:

S-13.1 Failure to provide a Competent Individual to the project during work or within 2 hours of verbal or written notification or request is subject to a \$100 per hour penalty.

S-14 (1507) UTILITY PROPERTY AND SERVICE

REVISED 05/14/15

SP2014-20

Contractor shall perform construction operations near utility properties in accordance with the provisions of MnDOT 1507, except as modified below:

S-14.1 Any work performed by the Contractor that does not comply with MnDOT 1507.2 may be considered Unauthorized Work in accordance with MnDOT 1512.2.

S-14.2 All utilities related to this Project are classified as "Level D," unless the Plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."

S-14.3 The utility owner contact list, provides current contacts for the utilities. See the utility owner contact link at <http://www.dot.state.mn.us/utility/contacts.html>.

S-15 (1508) CONSTRUCTION STAKES, LINES, AND GRADES - MODIFIED

S-15.1 The Contractor shall give the Engineer 48 hour or two 2 working days (whichever is greater) advanced notice of request for construction stakes.

S-16 (1511) INSPECTION OF WORK - MODIFIED

S-16.1 The last sentence of the first paragraph of MNDOT 1511 is revised to the following: The Contractor shall notify the Engineer at least 24 hours or one working day, whichever is greater, before required inspections. The Contractor shall provide notification and coordinate inspection needs through the Lead Project Inspector.

S-16.2 The third paragraph of MNDOT 1511 is revised to include the following: Under no circumstance will the Department pay for Extra Work to uncover or remove and restore the work when the Contractor has failed to provide advanced notice as specified.

S-17 (1512) UNACCEPTABLE WORK

REVISED 04/15/15

SP2014-25.1

MnDOT 1512 is modified as follows:

S-17.1 Replace MnDOT 1512.1 number (5) with the following:

- (5) Provide notice of default in accordance with MnDOT 1808 "Default of Contactor" if the Contractor has failed to correct unacceptable Work and Materials after given proper notice.

S-18 (1513) RESTRICTIONS ON MOVEMENT AND STORAGE OF HEAVY LOADS AND EQUIPMENT

REVISED 04/15/15

SP2014-25.2

The provisions of MnDOT 1513 are modified as follows:

S-18.1 The last paragraph of MnDOT 1513 is modified to read:

If loading exceeds the limits defined above, the Contractor must submit the proposed loads and a structural analysis of the deck and beams to the Bridge Engineer for review a minimum of 7

calendar days before placing the load. The Contractor must have a Professional Engineer certify the proposed loads and structural analysis.

S-19 (1514) MAINTENANCE DURING CONSTRUCTION

REVISED 04/15/15

SP2014-26

The provisions of MnDOT 1514 are supplemented with the following:

In addition to the requirements under MnDOT 2051 (Maintenance and Restoration of Haul Roads), the Engineer may require additional sweeping of roads adjacent to the construction site to ensure safety for the traveling public, protect the environment, uphold local requirements, or as otherwise directed by the Engineer.

Payment for additional sweeping ordered by the Engineer is specified below. (This price represents a shared cost.)

Pick Up Broom W/Operator..... \$55.00 per hour

Self Propelled Pavement Broom W/Operator \$30.00 per hour

S-20 (1701) LAWS TO BE OBSERVED (WET LANDS)

SP2014-31

The provisions of MnDOT 1701 are modified and/or supplemented with the following:

S-20.1 If the Contractor operations involve the excavation and/or disposal of material off MnDOT Right of Way, the Contractor is advised of the following:

MN Statutes Sections 103G.2212 and 103G.241 stipulate that an agent or employee of another may not:

- 1) drain, excavate, or fill a wetland, wholly or partially; or
- 2) construct, reconstruct, remove, or make any change in any reservoir, dam, or the course, current, or cross-section of any public water

Unless a signed statement from the property owner is obtained stating that any permit or wetland replacement plan required for the work is in place, or that a permit or replacement plan is not required; **AND** this statement is mailed to the appropriate office with jurisdiction over the wetland or public water prior to initiating the work.

The "Landowner Statement and Contractor Responsibility For Work in Wetlands or Public Waters" can be found at http://www.bwsr.state.mn.us/wetlands/forms/Contractor_Responsibility.doc . The Contractor shall provide the Engineer with a copy of the completed "Landowner Statement and Contractor Responsibility for Work in Wetlands or Public Waters" for the excavation and/or disposal site prior to initiating the work.

S-21 (1706) EMPLOYEE HEALTH AND WELFARE

REVISED 05/14/15

SP2014-36

The provisions of MnDOT 1706 are supplemented with the following:

S-21.1 The Contractor must not use motor vehicle equipment that has an obstructed rear view unless:

- (A) The vehicle has a reverse alarm that is audible above the surrounding noise level; or

- (B) An observer signals to the operator that it is safe to reverse.

S-21.2 The Department may assess a monetary deduction \$500 per incident for a violation of safety standards that could result in death or dismemberment.

S-21.3 The areas of special concern include, but are not limited to, excavation stability protection, fall protection, protection from overhead hazards, vehicle backup protection (see S-28.1 above), confined space safety, blasting operations, and personal safety devices.

S-21.4 The Contractor cannot avoid complying with safety standards by paying the deduction.

S-22 (1710) TRAFFIC CONTROL DEVICES

REVISED 02/12/15

SP2014-37.1

MnDOT 1710 is hereby modified as follows:

S-22.1 MnDOT 1710.1(2) is deleted and replaced with the following:

- (2) Signs shall meet the crash testing requirements of NCHRP 350 as specified by the MN MUTCD and the Manual for Assessing Safety Hardware (MASH).

S-22.2 The last paragraph of MnDOT 1710.1 is deleted and replaced with the following:

The Project Engineer may require the Contractor to provide a Letter of Compliance stating that all of the Contractor's devices are NCHRP 350 or meet the requirements of MASH. The Letter of Compliance must also include approved drawings of the different signs and devices.

S-23 (1714) RESPONSIBILITY FOR DAMAGE CLAIMS; INSURANCE - MODIFIED

NEW WRITEUP 09/18/14

SP2014-38.1

The Provisions of MnDOT 1714 are supplemented and/or amended with the following:

S-23.1 Add the following to MnDOT 1714.3 A:

- (6) The liability limits specified are the minimum limits required, and any and all additional limits provided to the Contractor will be available on an excess, umbrella or other basis to the Additional Insured for any and all covered claims.

S-23.2 Add the following to MnDOT 1714.3 B:

- (11) Coverage under the General Liability Policy(ies) of the Contractor will be as broadly construed for the Owner as is available to the Contractor.

S-23.3 Add the following to MnDOT 1714.6:

The insurance and insurance limits required herein will not be deemed a limitation on the Contractor's liability with regard to the indemnities granted to the Department under this Contract.

S-23.4 The contractor shall not commence work under this contract until he has obtained the following insurance, and such insurance has been approved by the Blue Earth County Attorney.

S-23.5 The Contractor shall deposit with the County Administrator the original, or a certified duplicate copy thereof as applicable to this project, of the Public Liability and Property Damage Insurance and Extended Coverage

Policies, required hereunder. The Contractor shall furnish the County with a certificate of insurance from the insurance company issuing the policies as is herein required. All policies shall remain in force and effect on thirty days written notice to the County Administrator before cancellation. The above insurance policies shall be submitted at the same time as the contract and bond as provided in Minn. Statutes 1306.

S-23.6 The Contractor shall procure and maintain during the life of the Contract and until the Contract has been fully accepted, insurance policies in accordance with Minnesota Department of Transportation Standard Specifications for Construction 2014 Edition.

S-24 (1801) SUBLETTING OF CONTRACT

REVISED 06/04/15

SP2014-43

The provisions of MnDOT 1801 are modified as follows:

S-24.1 For Projects in excess of \$50,000, the Contractor may sublet work only to subcontractors that meet the definition of "responsible contractor" in Minnesota Statutes §16C.285, subdivision 3. The Contractor shall obtain verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department's request.

S-24.2 The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), Targeted Group Business (TGB) or Veteran-Owned Small Business (VET) established goals, or any combination thereof, the Contractor's organization shall perform Work amounting to not less than 30 percent of the total original Contract Amount. The Department will deduct specialty items from the total original Contract Amount before calculating the amount of Work that the Contractor shall perform.

S-25 (1803) PROGRESS SCHEDULES - MODIFIED

S-25.1 The provisions of 1803 are hereby modified to the extent that the "Progress Schedule" (bar chart or critical path diagram) referenced in 1803 and elsewhere will not be required on this project. This shall however, in no way lessen the Contractors responsibility for (1) providing the Engineer with the notifications required by the provisions of 1803.2; and (2) prosecuting the work diligently as required on therein, so as to assure satisfactory progress towards a timely completion of the project.

S-25.2 The Contractor shall provide an Initial Bar Chart Progress Schedule in accordance with MNDOT 1803.2. The Contractor will provide revised schedules within 48 upon request of the Engineer.

S-26 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

REVISED 07/28/15

SP2014-48

The Department will determine Contract Time in accordance with the provisions of MnDOT 1806 and the following:

S-26.1 Contractor must start construction operations by September 21, 2015 or no later than eight Calendar days after the date of Notice Contract Approval, whichever is later. Contractor must not begin construction operations before contract approval.

S-26.2 Contractor must complete all work required under this Contract, except maintenance work and Final Clean Up, on or before October 16, 2015.

October 8, 2013

Last Revision by CO Special Provisions: 07/28/15

PK 778

S-26.3 When, in the opinion of the Engineer, the Contractor cannot perform work on the Project due to failure of material delivery beyond the control of the Contractor, the Engineer will agree to suspend Work in conformance with MnDOT 1803.6, or will cease the charging of working days, as determined by the Engineer.

The Engineer will issue a Resumption of Work Order, or resume the charging of working days, after the Contractor has received delivery of the required material.

S-27 (1807) FAILURE TO COMPLETE THE WORK ON TIME

REVISED 01/16/15

SP2014-49

The provisions of MnDOT 1807 are supplemented as follows:

S-27.1 The Department may reduce the daily liquidated damages to \$500 when the only remaining items are maintenance or Final Cleanup.

S-27.2 For informational purposes only, bidders are advised that in addition to the requirements of MnDOT 1807, other Sections of these Special Provisions, as shown below, contain requirements for assessment of monetary deductions to this Contract:

1404	MAINTENANCE OF TRAFFIC AND (2563) TRAFFIC CONTROL
1706	EMPLOYEE HEALTH AND WELFARE
2563	TRAFFIC CONTROL SUPERVISOR

S-27.3 The liquidated damages set forth in MnDOT 1807 and any monetary deductions as set forth above may apply equally, separately, and may be assessed concurrently.

S-28 (1901) MEASUREMENT OF QUANTITIES - MODIFIED

Measurement of quantities shall be in accordance with the provisions of 1901, and the following:

S-28.1 During each days production, loads will be selected at random by the Engineer for spot checks of total tons being hauled from the producing plant. These spot checks will be taken two or more times each day, to ensure that the actual load is equal to or exceeds the established uniform load weight. The results of these tests shall be recorded and the spot-check tickets given to the County as documentation of uniform loads. The loads selected for scale check shall be weighed by the Contractor on a platform scale which is large enough to weigh the entire hauling vehicle in one operation and which is accurate to within one percent (1%) of the net load weighed.

S-29 (1906) PARTIAL PAYMENTS - MODIFIED

S-29.1 MNDOT 1906 is hereby revised to include the following: From the amounts ascertained as payable on each partial estimate, five (5) percent will be retained until final payment is made, unless reduced by authorization of the Engineer, on the last partial payment.

S-30 (1910) FUEL ESCALATION CLAUSE - MODIFIED

S-30.1 There will be no fuel cost adjustment for Fuel Escalation.

S-31 (2051) MAINTENANCE AND RESTORATION OF HAUL ROADS - MODIFIED

The provisions of MnDOT 2051 are supplemented by the following:

S-31.1 Prior to hauling of any materials on this project, Contractor shall submit a list of proposed haul roads to the Engineer for his approval. The Contractor shall also submit a list of all township roads that are proposed to be used as haul roads to the township official for their approval.

S-31.2 Contractor will be required to maintain and restore haul roads as per Specification No. 2051.4 Any costs that the Contractor may incur during this operation will be considered incidental and no direct compensation will be made therefore.

S-32 (2101) CLEARING - MODIFIED

Clearing and grubbing operations shall be performed in accordance with the provisions of MnDOT 2101 and the following:

S-32.1 The Contractor shall remove only those trees necessary to be removed to construct this Project. All other trees shall be protected from damage during construction.

S-32.2 The Contractor shall take special care to preserve existing trees and shrubs wherever possible. This may include careful grading operations, slight adjustments of slopes, and placing snow fence at tree drip lines.

S-32.3 Blue Earth County staff will review tree and shrub preservation with the Contractor and the Engineer at the time of the staking for the clearing and grubbing operations.

S-33 (2501) INSTALL CMP TILE OUTLET - MODIFIED

This work shall consist of furnishing and installing a corrugated metal pipe at the outlet of the existing drain tile, as shown in the detail in the Plan.

S-33.1 Measurement and Payment will be made on a lump sum basis, for the tile outlet, including but not limited to excavation, corrugated metal pipe, concrete connection, rodent guard, and connection to the drain tile.

S-34 (2511) RANDOM RIPRAP (QUARTZITE) - MODIFIED

The Contractor shall furnish and install random riprap in accordance with the Plans, the provisions of MnDOT 2511, and the following:

S-34.1 Random riprap produced from quartzite rock material shall be installed at the locations shown in the Plan. Riprap produced from limestone or sandstone material shall not be approved for use at the site, and will not be approved as an alternate by the Engineer.

S-34.2 Excavation necessary to prepare the foundation for riprap and granular filter material is incidental. Excess excavated material from the riprap installation shall be the property of the Contractor, and shall be disposed off site.

S-35 (2511) RANDOM RIPRAP (FIELD STONE) - MODIFIED

The Contractor shall furnish and install random riprap in accordance with the Plans, the provisions of MnDOT 2511, and the following:

S-35.1 Random riprap produced from field stone material shall be installed at the locations shown in the Plan. The material shall be rounded.

S-35.2 Excavation necessary to prepare the foundation for the riprap and granular filter material is incidental. Excess excavated material from the riprap installation shall be the property of the Contractor, and shall be disposed off site.

S-36 (2573) STORM WATER MANAGEMENT - MODIFIED

REVISED 02/04/14

SP2014-216.1

MnDOT 2573 is modified as follows:

S-36.1 MNDOT 2575.3.B.2 is supplemented with the following: An offset silt fence plow shall be required when silt fence is to be placed at the project Right of Way.

S-36.2

S-36.3 Delete MnDOT 2573.3.K, "Construction Exit Controls," and substitute the following:

K Construction Exit Controls

Exit Controls should be selected from the following list of stabilized construction exits:

- (1) Slash mulch,
- (2) Crushed rock,
- (3) Sheet pads, and
- (4) Rumble pad.

Provide a wheel wash off system in addition to stabilized exit controls when project site conditions warrant or when called out in plans.

Use construction exit control BMPs at exit locations to minimize vehicle tracking of sediment from the project onto paved surfaces. Install BMPs during the initial phase of the project.

Select construction exit BMP based on project site conditions, soil type, vehicle size, time of year, and duration of use. Use materials generated by the project as construction exit controls whenever possible. Maintain exit controls during the project.

Clean paved streets at the end of each working day, or more frequently as necessary to provide safety to the traveling public.

S-36.4 Delete MnDOT 2573.4.N, "Construction Exit Controls," and substitute the following:

N Construction Exit Controls

The Engineer will measure construction exit controls by the lump sum including the cost of protecting each exit over the life of the contract regardless of types or quantities for stabilized construction exits.

The Engineer will measure wheel wash off exit controls by each system installed and maintained thru the life of the contract.

S-36.5 The Unit of measure for Item 2573.501 (Bale Barrier) is changed to "linear foot [meter]".

S-36.6 Item 2573.533 is changed to "Sediment Control Log" by the linear foot [meter].

S-36.7 The following is added to MnDOT 2573.5:

J Unit Prices

The Department will pay the following unit prices for temporary sediment control items in the absence of a Contract bid price:

Bale Barrier	\$4.10 /foot (\$13.45/meter)
Silt Fence, HI.....	\$3.00/ foot (\$10/meter)
Silt Fence, Type MS	\$2.00/ foot (\$6.50/meter)
Silt Fence, Type SD.....	\$2.00/ foot (\$6.50/meter)
Sandbag Barrier.....	\$6.00 square foot (\$64.68/ sq meter)
Flotation Silt Curtain, Type: Still Water, 1.2 m (4 foot) depth.....	\$12.50 /foot (\$41.00/meter)
Sediment Trap Excavation	\$5.50/cubic yard (\$7.20/cubic meter)
Bituminous Lined Flume.....	\$50.00/square yard (\$59.52/square meter)
Sediment Removal, Backhoe.....	\$175.00/ hour
Sediment Removal, Vacuum truck.....	\$175.00 /hour
Sediment Control Log, Type Wood Fiber	\$4.00/foot (\$13.00/meter)
Sediment Control Log, Type Rock.....	\$5.00/foot (\$16.50/meter)
Flocculant Sock	\$200 each

S-37 (2574) SOIL PREPARATION - MODIFIED

REVISED 02/04/14

SP2014-216.2

MnDOT 2574 is modified as follows:

- S-37.1 MNDOT 2574..3A.1 Erodible Surface is hereby deleted in its entirety.
- S-37.2 Item 2574.550 is changed to “Compost, Grade ____” by the cubic yard [cubic meter].
- S-37.3 The following is added to MnDOT 2574.5:

C Unit Prices

The Department will pay the following unit prices for Soil preparation items in the absence of a Contract bid price:

Subsoiling.....	\$350.00 /acre (\$853.65/hectare)
Soil Bed Preparation.....	\$200.00/ acre (\$487.87/hectare)
Soil Tracking	\$134.00 /acre (\$326.83/hectare)

S-38 (2575) ESTABLISHING TURF AND CONTROLLING EROSION - MODIFIED

REVISED 04/15/15

SP2014-216.3

MnDOT 2575 is modified as follows:

- S-38.1 In areas of residential turf and yards the Contractor will use a Brillion seeder or approved equal soil conditioner. Hand work may be required in these areas as well as adjacent to signs, structures, and posts.

- S-38.2 Delete MnDOT 2575.4A “Seeding”, and substitute the following:

A Seeding

Seeding will be measured by the area seeded, regardless of the seed mixture or quantity of seed used, and regardless of whether the seed was furnished by the Contractor or the Department. Areas reseeded by order of the Engineer, after the original seeding of the area was accepted, will be measured and added to the area originally seeded.

- S-38.3 Delete 2575.4B “seed” and substitute the following:

B Seed

The Engineer will measure seed by PLS mass of each mixture or species placed.

S-38.4 The second paragraph of MnDOT 2575.4.J is hereby deleted and replaced with the following:

The Engineer will measure Method 3 rapid stabilization by the M gallon [cubic meter] of slurry furnished and acceptably placed. Minimum measure is ½ acre [0.2 ha] and in 1/6 acre [0.07 ha] increments per area measured.

S-38.5 Item 2575.512 “Mulch Material, Type ____” is changed to Item 2575.513 “Mulch Material, Type ____”.

S-38.6 Item 2575.570 is changed to “Rapid Stabilization Method ____” by the acre [hectare]

S-38.7 The following is added to MnDOT 2575.5:

M Unit Prices

The Department will pay the following unit prices for temporary erosion control items in the absence of a Contract bid price:

Disc anchoring	\$45.00/ acre (\$110.00/ hectare)
Temporary Seed Mixtures	
21-111, 21-112 or 21-113	\$1.25/ pound (\$2.50 /kilogram)
22-111	\$2.00 /pound (\$4.44/ kilogram)
Erosion Control Blanket	
Category 3(wood fiber)	\$1.50/square yard (\$1.78/ square meter)
Category 4	\$1.60/square yard (\$1.90/ square meter)
Rapid Stabilization	
Method 1	\$465.00/acre (\$1162.5/hectare)
Method 2	\$800.00/acre (\$1976.75/hectare)
Method 3	\$566.00/M gallon (\$149.5/cubic meter)
Method 4	\$1.84/sq yd (\$2.20/square meter)
Hydraulic Matrix, Type mulch	\$1.50/lb (\$3.33/kilogram)
Hydraulic Matrix, Type Fiber Reinforced	\$2.00/lb (\$4.4/kilogram)
Water	\$2.00/M gallon (\$0.53/cubic meter)
Mowing	\$50.00/ acre (\$125.00/hectare)
Weed Spraying	\$162.00 /acre (\$405.00/hectare)

S-39 (3149) GRANULAR MATERIAL

REVISED 07/01/14

SP2014-228.2

MnDOT 3149 is hereby modified as follows:

S-39.1 Replace MnDOT 3149.2B with the following.

B Granular and Select Granular Materials

Provide granular materials meeting the requirements of Table 3149-1.

Table 3149-1			
Granular Material Requirements			
	% Passing Ratio No. 200/1 in [75 µm/25 mm]	% Passing Ratio No. 40/No. 10 [425 µm/2.0 mm]	% Passing Ratio No. 200/No. 10 [75 µm/2.0 mm]
1 Granular Material	0 – 20%	Not Applicable	Not Applicable
2 Select Granular Material	0 – 12%	Not Applicable	Not Applicable
3 Select Granular Material (Super Sand)	Not Applicable	0 – 65%	0 – 10%
4 Select Granular Material Modified 10%	0 – 10%	Not Applicable	Not Applicable

S-39.2 Replace MnDOT 3149.2K with the following.

K Sand Cover

Provide virgin natural glacial gravel material meeting the requirements of Table 3149 – 13.

Table 3149 – 13	
Sand Cover Gradation Requirements	
Sieve Size	Percent Passing
#4 (4.75 mm)	100
#10 (2.00 mm)	95 – 100
#40 (425 µm)	0 – 50
#200 (75 µm)	0 – 8

S-40 (3733) GEOTEXTILES

REVISED 11/6/13

SP2014-231.1

MnDOT 3733 is modified as follows:

S-40.1 Delete MnDOT 3733.1, “Scope,” and substitute the following:

3733.1 SCOPE

Provide geotextiles (permeable fabrics) for the typical uses classified as follows:

- (1) Type I for wrapping subsurface drain pipe, joints of concrete pipe culvert, or other drainage applications;
- (2) Type II. The Department no longer uses this classification. If the contract specifies Type II, use Type III property requirements;
- (3) Type III for use under Class I and Class II random riprap, gabions, and revet mattresses;
- (4) Type IV for use under Class III and Class IV random riprap and hand-placed riprap on slopes no steeper than 3:1, horizontal to vertical;
- (5) Type V for separating materials for stabilization;
- (6) Type VI for earth reinforcement;
- (7) Type VII for use under Class III and Class IV random riprap on slopes steeper than 3:1, horizontal to vertical, and under Class V random riprap.

S-40.2 Table 3733-1 is hereby changed to read as follows:

B Physical Properties

Table 3733-1 Geotextile Properties								
Geotextile Property	Test Method (ASTM)	Type (a)						
	Units	I		III	IV	V	VI	VII (c)
		Fabric	Knit sock (b)					
B1 Grab Tensile Strength minimum, each principal direction	D4632 lb [kN]	100 [0.45]	—	100 [0.45]	200 [0.90]	200 [0.90]	(d)	300 [1.3]
B2 Elongation minimum, each principal direction	D4632 percent	—	—	50	50	—	(d)	50
B3 Seam Breaking Strength minimum (e)	D4632 lb [kN]	90 [0.40]	—	90 [0.40]	180 [0.80]	180 [0.80]	(d)	270 [1.2]
B4 Apparent Opening Size (AOS) maximum (f)	D4751 U.S. Std. sieve size [mm]	40 [0.425]	40 [0.425] as applied	50 [0.30]	50 [0.30]	30 [0.60]	20 [0.85]	50 [0.30]
B5 Permittivity minimum (g)	D4491 falling head sec ⁻¹	0.7	2.75 relaxed	0.5	0.5	0.05	0.05	0.5
B6 Puncture strength minimum	D6241 lb [N]	—	180 [800]	—	—	—	—	—
B7 Wide Width Strip Tensile Strength minimum each principal direction	D4595 lb/ft [kN/m]	—	—	—	—	—	(d)	—
<p>(a) Minimum Average Roll Values (MARV) based on average of at least three tests per swatch.</p> <p>(b) Provide socks made of knit polymeric materials and meeting the requirements of ASTM D6707-06, for Type H: fabric. Ensure the sock exhibits minimum snag or run potential, is factory-applied to maintain uniform installed mass, and conforms to the outside diameter of the tubing with a snug fit.</p> <p>(c) Needle-punched nonwoven. Do not use thermally bonded (heat-set) fabric.</p> <p>(d) Requirements are site-specific and will be as specified in the contract. The property values for B1 and B3 may not be less than shown for Type V. If the contract does not specify either B1 or B7, use a default value of 300 lb [1.3 kN] for B1. If the contract does not specify seam strength, use a default value of 270 lb [1.2 kN] for B3.</p> <p>(e) Adhere to this requirement if the contract requires or allows seams. Strength specifications apply to factory and field seams. Use thread for sewing that has strength of at least 25 lb [110 N]. Sew seams with a Federal Type 401 stitch using a two-spool sewing machine, and install seams facing upward. For seaming with adhesives, see the Approved/Qualified Products List available at the Department's website.</p> <p>(f) For U.S. sieve sizes, the AOS Number must be equal to or greater than the number specified.</p> <p>(g) Permittivity: $P = K/L$, where K = fabric permeability and L = fabric thickness.</p>								

S-41 (3882) MULCH MATERIAL

REVISED 06/03/14

SP2014-231.2

The provisions of Mn/DOT 3882 are supplemented and/or modified with the following:

S-41.1 Add the following paragraph at the end of Mn/DOT 3882.3 Sampling and Testing:

Submission of a Letter of Compliance is required for each source/supplier per 1,000 cubic yards of Type 6 Mulch to be used on the project.

SCHEDULE OF PRICES

NOTICE TO BIDDERS

Particular note should be made in regard to the clarity of numerals (figures) and to the procedure for alterations and the required certificate as directed by Section 1301.

The following abbreviations may be used in item description and unit of measure in the Schedule of Prices.

A	Arch	JA	Jacked
A-S	Antiseepage	LIN FT	Linear Feet
AB	Asbestos Bonded	LG	Long
ACT	Actuated	MAINT	Maintenance
AGG	Aggregate	MATL	Material
ALUM	Aluminum	MGM	1000 Board Feet
ASB	Asbestos	MET	Metal
ASPH	Asphaltic	MOD	Modification
ASSY	Assemblies	MPA	Metal Pipe Arch
B+B	Balled & Burlapped	MTD	Mounted
BC	Bituminous Coated	NON MET	Non Metallic
BIT	Bituminous	NON PERF	Non-Perforated
BLDG	Building	NON REINF	Non-Reinforced
BR	Bridge	OH	Overhead
CAL	Caliper	P-A	Pipe-Arch
CB	Catch Basin	PAVT	Pavement
CEM	Cement	PERF	Perforated
C and G	Curb and Gutter	PL	Plate
CI	Cast Iron	PNEUM	Pneumatic
C-I-P	Cast-in-Place	PREC	Precast
CL	Class	PREST	Prestressed
COMM	Commercial	PVC	Poly Vinyl Chloride
CONC	Concrete	RCPA	Reinforced Concrete Pipe Arch
COND	Conductor	REINF	Reinforced
CONN	Connection	RELO	Relocation
CONST	Construct	RESTOR	Restoration
CONT	Continuously	RMC	Rigid Metallic Conduit
CP	Cattle Pass	RNMC	Rigid Non Metallic Conduit
CTD	Coated	RDWY	Roadway
CU FT	Cubic Feet	S-G	Sand & Gravel
CU YD	Cubic Yard	SIG	Signal
CULV	Culvert	SPE	Special
CWT	Hundred Weight	SQ FT	Square Feet
DES	Design	SQ YD	Square Yard
DBL	Double	STA	Station
DI	Drop Inlet	STD	Standard
DIAM	Diameter	STL	Steel
DRWY	Driveway	STKPL	Stockpile
EXC	Excavation	STR	Strength
EXP	Expansion	STRUCT	Structural
FAB	Fabric	SPPA	Structural Plate Pipe Arch
FE	Fence	SYS	System
FERT	Fertilizer	T	Traffic
F+I	Furnish & Install	TBR	Timber
FOUND	Foundation	TEMP	Temporary
FT LG	Feet Long	THERMO	Thermoplastic
FURN	Furnish	TRTD	Treated
GA	Gauge	UNDERGRD	Underground
GRAN	Granular	UNTRTD	Untreated
HI	High	VAR	Variable
INP	In Place	VM	Vehicular Measure
INST	Install	WEAR	Wearing

ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE STATE

PROJECT NUMBER: _____

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION.... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|--|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

Sworn to and subscribed before me this
_____ day of _____, 20____,

Notary Public

My Commission Expires: _____

PLACE NOTARY SEAL HERE

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST SUBMIT

WITH PRIME CONTRACTOR RESPONSE

STATE PROJECT NUMBER: _____

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Submit this form to the Project Engineer.

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: _____

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. Submit this form to the Project Engineer.

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

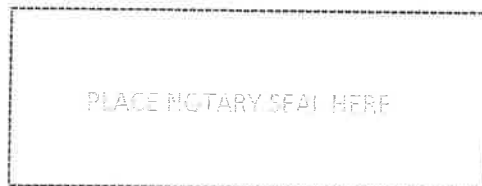
ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

Sworn to and subscribed before me this
 ____ day of _____, 20__,

 Notary Public

My Commission Expires: _____



NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of _____)

I, _____, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States;

(1) that I am the authorized representative of _____

(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____
(bidder or his authorized representative)

PROOF OF WORKER'S COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name _____
(NOT the insurance agent)

Policy Number or Self-insurance Permit Number: _____

Dates of Coverage: _____

(or)

I am not required to have worker's compensation liability coverage because:

() I have no employees covered by the law.

() Other (Specify) _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS, AND WORKER'S COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

(SIGNATURE)

8/5/2015

Contract No.: 15778

Blue Earth
Schedule Of Prices By Category By Contract Projects

Project Number: PK778

Project Title or Road Number: Contract No.: 15778 - PK778 - Bray Park Ravine Stabilization

Work Type: PK778 - Grading and Drainage

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.					
Item No.	Description	Units	Quantity	Unit Price	Total Price
Project PK778					
SWCD					
2021.501	MOBILIZATION	LS	1.00		
2101.511	CLEARING	LS	1.00		
2105.501	COMMON EXCAVATION (P)	C Y	60.00		
2501.515	INSTALL CMP TILE OUTLET	EACH	1.00		
2511.502	RANDOM RIPRAP CLASS III (QUARTZITE)	TON	234.00		
2511.502	RANDOM RIPRAP CLASS III (FIELD STONE)	TON	32.00		
2511.513	GRANULAR FILTER MATERIAL	TON	133.00		
2511.515	GEOTEXTILE FILTER TYPE IV	S Y	192.00		
2573.533	SEDIMENT CONTROL LOG TYPE STRAW	L F	200.00		
2574.508	FERTILIZER TYPE 1	LB	100.00		
2575.501	SEEDING	ACRE	0.50		
2575.502	SEED MIXTURE 25-131	LB	55.00		
2575.502	SEED MIXTURE 35-241	LB	10.00		
2575.511	MULCH MATERIAL TYPE 3	TON	0.50		
2575.523	EROSION CONTROL BLANKETS CATEGORY 3	S Y	1,200.00		
Total SWCD					
PK778 Project Total					
Grand Total					

Bidder Name: _____

Bidder Address: _____

Bidder Phone: _____

Bidder Signature: _____

Date: _____

TOTALS

	\$
	\$
	\$
	\$
	\$

In accordance with 1210 of the Specifications, receipt is acknowledged of Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____ Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signed _____

Enclosed herewith find (certified check) (bidder's bond) in the amount of _____ Dollars (\$ _____)

being at least 5% of the amount of the proposal, made payable to the County Treasurer of said county as a proposal guarantee which it is agreed by the undersigned will be forfeited in the event the Form of Contract and Bond is not executed, if awarded to the undersigned.

This Proposal dated the _____ day of _____, _____

Signed: _____, P.O. Address _____, as an individual.

Signed: _____ for _____, a partnership.

Partners	Name _____	Address _____
	Name _____	Address _____
	Name _____	Address _____
	Name _____	Address _____

Signed: _____, for _____

a corporation, incorporated under the laws of the State of _____

Corporate
Seal

Name of President	Business Address
Name of Secretary	Business Address
Name of Treasurer	Business Address

Note: Signatures shall comply with 1206 of the Specifications.

